#### FOR COUNTY USE ONLY



County of San Bernardino

FAS

#### STANDARD CONTRACT

χ Nev	v	Ve	ndor Cod	le		Dept.		Contract	t Number	
	ange	\ /IO		205	SC	Ι Λ				
Car	ncel	VIC	TORR	395		MLH	1			
County D	Department				Dept.	Orgn.		Contractor's	License No.	
Beha	vioral He	alth			MLH	MLH				
County [	Department	Contract F	Represent	ative	Tele	phone		Total Contr	act Amount	
Johnr	netta Gib	son			,	37-7747		\$954	1,475	
Rev	venue X	Encumber	ed 🔲 l	C Jnencumbe	ontract T red	ype Other:				
				ype, provid						
Co	mmodity C	ode		Start Date		t End Date	_	inal Amount	Amendment A	Amoun
			July 1	1, 2004	June 3	30, 2005				
Fund	Dept.	Organi	zation	Appr.	,	ev Source	GRC/F	PROJ/JOB No.	Amour	
AAA	MLH	MLH	•	200	244	5		Varies	\$954,4	75
Fund	Dept.	Organi	zation	Appr.	Obj/Re	ev Source	GRC/F	PROJ/JOB No.	Amour	nt
Fund	Dept.	Organi	zation	Appr.	Obj/Re	ev Source	GRC/F	PROJ/JOB No.	Amour	nt
	Project	Name	[		Es	timated Pa	yment <sup>-</sup>	Total by Fiscal	Year	
Nego	tiated R	ate		FY	Δ	mount	I/D	FY	Amount	I/D
	ren's Re		1	04/05		54,475	1,0		runount	1,0
Ormo	10110110	olaoritia		0 1/00	ΨΟ	<del>5 1, 17 0</del>				
							—			
to in the	State of	Californi	a bv an	d betwee	n the C	ounty of	San E	Bernardino, h	nereinafter o	called
		•	a 2, a				<b>-</b>			
enters.	Inc.		h	ereinafter	called		Cont	ractor		

THIS CONTRACT is entered in the County, and

	y,			
Name				
	Victor Treatment Centers, Inc.	hereinafter called	Contractor	
Address				
	P.O. Box 5361			
	Chico, CA 95927			
Telephon	e Federal ID No. or Social Security No.			
	(916) 893-0758 94-2264395			

#### IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

#### WITNESSETH:

WHEREAS, County desires to purchase and Contractor desires to provide certain mental health services; and

WHEREAS, this agreement is authorized by law,

NOW, THEREFORE, the parties hereto do mutually agree to terms and conditions as follows:

#### **INDEX**

	<u>Article</u>			<u>Page</u>
- 1	Definition of Terr	min	ology	3
II	Contract Superv	/isic	n	3
III	Performance			3
IV	Funding			5
V	Payment			6
VI	Final Settlement	t: Aı	udit of Services	7
VII	Single Audit Red	quir	ement	8
VIII	Duration and Te	ermi	nation	9
IX	Patient/Client Bi	illing	]	10
Χ	Personnel			10
ΧI	Licensing and C	erti	fication	11
XII	Administrative P	roc	edures	11
XIII	Laws and Regul	latic	ns	11
XIV	Patients' Rights			12
XV	Confidentiality			12
XVI	Admission Polici	ies		12
XVII	Medical Records	s		12
XVIII	Quality Assuran	ice.		13
XIX	Independent Co	ntra	ctor Status	13
XX	Indemnification a	and	Insurance	13
XXI	Nondiscrimination	on .		15
XXII	Assignment			16
XXIII	Conclusion			16
	Schedule A	-	Planning Estimates FY 2004/2005	
	Exhibit A	-	Provisional Rates	
	Addendum I	-	Service Description	
	Attachment I	-	Business Associate Agreement	
	Attachment II	-	Outpatient Pre-Authorization Matrix	
	Attachment III	-	Information Sheet	

E:\FYz0405\Child Svcs\Victor (CIS & CRS)\CON-Victor CRS-0405.doc

.

#### I Definition of Terminology

- A. Wherever in this document, and attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. <u>Definition of May, Shall and Should.</u> Whenever in this document the words "may", "shall" and "should" have been used, the following definitions apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

#### II Contract Supervision

The Director, Department of Behavioral Health (DBH), herein after referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this agreement.

#### III Performance

- A. Contractor shall provide up to 5,840 client days of children's residential services under this agreement, which are further described in the attached Addendum I, to all persons requesting services within the County area served by the Contractor.
- B. Services shall be provided in accordance with Attachment II, Outpatient Pre-Authorization Matrix, of this agreement.
- C. Compliance with Attachment II, Outpatient Pre-Authorization Matrix, will be monitored by the County of San Bernardino, DBH Compliance Unit.
- D. Contractor shall obtain an approved Treatment Authorization Request (TAR) form from the DBH Access Unit prior to provision of any services not pre-authorized by Attachment II, Outpatient Pre-Authorization Matrix.
- E. Training regarding the contents and use of Attachment II, Outpatient Pre-Authorization Matrix, will be available upon request by the Contractor. Contractor staff may request said training by calling the County of San Bernardino DBH Access Unit at (909) 381-2420.

#### F. State Performance Outcome Requirements

Contractor will comply with all State regulations regarding State Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State.

#### G. DBH Research and Evaluation Activities

The DBH Research and Evaluation Section (R&E) will collect important outcome information from targeted consumer groups and Contractor throughout the term of this agreement. R&E will notify the Contractor when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

#### H. Cultural Competency

The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate. Contract agencies will be included in the implementation process and shall adhere to cultural competency requirements.

- 1. The DBH shall make available technical assistance to Contractor regarding cultural competency requirements.
- 2. The Contractor will make an effort to gather demographic information on its service area for service planning.
- 3. The DBH shall make available cultural competency training for DBH and Contractor personnel. Staff will be required to attend one cultural competency training per year at a minimum.
- 4. The DBH shall make available annual training for personnel used as interpreters in threshold languages.

- 5. The DBH shall make available technical assistance for Contractor in translating mental health information into the threshold language(s).
- I. If, for any reason, information in the Addendum I conflicts with the basic agreement, then information in the Addendum I shall take precedence.

#### IV Funding

- A. The maximum financial obligation of the County under this agreement shall not exceed the sum of Nine Hundred Fifty Four Thousand Four Hundred Seventy Five Dollars (\$954,475), which represents the total of the maximum County funding allocation to Contractor.
- B. The maximum Net County funding allocation to Contractor for services furnished hereunder, unless adjusted downward as provided for in this agreement, is Nine Hundred Fifty Four Thousand Four Hundred Seventy Five Dollars (\$954,475).
- C. Funding is subject to availability. Each fiscal year period July 1 through June 30 is accounted for separately with costs and services only for that period. Any unspent fiscal year allocation does not roll over and is not available in future years. Each fiscal year period will be settled to Federal and/or State cost reporting accountability.
- D. It is understood between the parties that the Schedule A, attached, is a budgetary guideline required by the State of California. However, the maximum financial obligation of County under this Agreement is limited by mode of service reported on Schedule A. Funds may not be transferred between modes of service without the prior written approval of the Director or designee. The Contractor may submit a new Schedule A prior to April 15, of each respective fiscal year.
- E. Contractor agrees to accept a reduction of the dollar value of this contract, at the option of the County, if the annualized projected minutes of time for any mode of service based on claims submitted through February 2005, is less than 90% of the projected minutes of time for the modes of service as reported on Schedule A or as revised and approved by the Director in accordance with Article IV, Paragraph D., above.
- F. If the annualized projected minutes of time for any mode of service, based on claims submitted through February 2005, is greater than/or equal to 110% of the projected

minutes of time reported on Schedule A, or as revised and approved by the Director or designee in accordance with Article <u>IV</u>, Paragraph D., above, the County and Contractor agree to meet and discuss the possibility of renegotiating this agreement to accommodate the additional minutes of time provided.

G. If the Contractor provides services under the Short-Doyle/Medi-Cal program and if the Federal government reduces its participation in the Short-Doyle/Medi-Cal program, the County agrees to meet with Contractor to discuss the possibility of renegotiating the total units of service required by this agreement.

#### V Payment

- A. In accordance with State of California audit/reimbursement policies, the County agrees to compensate Contractor for actual costs incurred by Contractor or actual claimed costs incurred by Contractor in performing the services described by this agreement up to the maximum financial obligation, as described in Article <a href="IV Funding">IV Funding</a>, and as limited by the State of California Schedule of Maximum Reimbursement Rates, latest edition.
- B. County agrees to pay Contractor One Hundred Sixty Dollars (\$160.00) per client day of children's transitional residential services and Two Hundred Fifteen Dollars (\$215.00) per client day of specialty children's residential services, for the residential programs described in the attached Addendum I. The attached Schedule A is an estimate of Gross Expenditures, Client Days, Gross Cost per Client Day and Negotiated Rate for all homes utilized, but County will not reimburse Contractor in excess of total client days and total negotiated rates shown on the attached Schedule A.
- C. Such actual costs or actual claimed costs shall be determined by a post contract audit which is described in Article VI Final Settlement: Audit.
- D. During the term of this agreement, the County shall make interim payments to Contractor on a monthly basis. Payments will be made for the units of service provided at the negotiated rate identified in Article V, Paragraph B., above.
- E. Contractor shall bill County monthly in the arrears on claim forms provided by County.

  All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Claims for Reimbursement shall be completed and forwarded to County within ten days after the close of the month in which services were

rendered. Within a reasonable period of time following receipt of a complete and correct monthly claim, County shall make payment in accordance with the negotiated rate set out in Article <u>V Payment</u>, Paragraph B., above. Payment, however, shall be limited to a maximum monthly amount, which amount shall be determined as set forth below.

F. No single monthly payment for services shall exceed one-twelfth of the maximum contract obligation unless there have been payments of less than one-twelfth of such amount for any prior month of the agreement. To the extent that there have been such lesser payments, then the remaining amount (s) may be used to pay monthly services claims which exceed one-twelfth of the maximum contract amount.

#### VI Final Settlement: Audit of Services

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least five years, or until audit findings are resolved, which ever is later. This is not to be construed to relieve Contractor of the obligations concerning retention of medical records as set forth in Article XVII, Medical Records, Paragraphs A. and B.
- B. Contractor agrees to furnish duly authorized representatives from County and State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said statement for its records.
- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by County to Contractor pursuant hereto are not reimbursable in accordance with this agreement, said payments will be repaid by Contractor to County. In the event such payment is not made on demand, County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor and/or County may terminate and/or indefinitely suspend this agreement immediately upon serving written notice to the Contractor.
- D. The eligibility determination and the fees charged to, and collected from, patients whose treatment is provided for hereunder may be audited periodically by County and the State Department of Mental Health.

- E. If a post contract service audit finds that units of service paid for by County were not performed in accordance with this agreement, the Contractor shall reimburse the County on demand for such invalid units of service at the negotiated rate in Article V Payment, Paragraphs A and B. Reimbursement shall be made by Contractor to County using one of the following methods, which shall be at the election of the County:
  - 1. Payment of total.
  - 2. Payment on a monthly schedule of reimbursement.
  - 3. Credit on future billings.
- F. If there is a conflict between a State of California audit of this agreement and a County audit of this agreement, the State audit shall take precedence.

#### VII Single Audit Requirement

- A. Pursuant to OMB Circular A133, Contractors expending \$500,000 or more in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:
  - The audit shall be performed in accordance with OMB Circular A133 (revised March 2004), Audits of States, Local Governments, and Non-Profit Organizations.
  - 2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
  - 3. A copy of the audit performed in accordance with OMB Circular A133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
  - 4. The cost of the audit made in accordance with OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally

- accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
- 5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
- 6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
- 7. The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.
- B. The Contractor shall comply with the applicable provisions of 42 C.F.R. sections 455.100 through 455.106.

#### VIII Duration and Termination

- A. The term of this agreement shall be from July 1, 2004, through June 30, 2005, inclusive.
- B. This agreement may be terminated immediately by the Director at any time if:
  - 1. The appropriate office of the State of California indicates that this agreement is not subject to reimbursement under law; or
  - 2. There are insufficient funds available to County; or
  - 3. The Contractor is found not to be in compliance with any or all of the terms of the following Articles of this agreement: X Personnel, XI Licensing and Certification, or XX Indemnification and Insurance.
- C. Either the Contractor or Director may terminate this agreement at any time for any reason or no reason by serving 30 days written notice upon the other party.
- D. This agreement may be terminated at any time without 30 days notice by the mutual written concurrence of both the Contractor and the Director.

#### IX Patient/Client Billing

- A. Contractor shall exercise diligence in billing and collecting fees from patients for services under this agreement.
- B. Charges for services to either patients or other responsible persons shall be at estimated actual costs.
- C. The State of California "Uniform Method of Determining Ability to Pay" (UMDAP) shall be followed in charging clients for services under this agreement.
- D. The State of California "Uniform Billing and Collection Guidelines" shall be followed in the billing and collecting of patient fees.

#### X Personnel

- A. Contractor shall operate continuously throughout the term of this agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations.
- B. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

#### XI Licensing and Certification

Contractor shall operate continuously throughout the term of this agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder.

#### XII Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
  - 1. State Department of Mental Health Information Notices, and;
  - County Department of Behavioral Health Standard Practice Manual (SPM). Both
    the State Department of Mental Health Information Notices and County SPM are
    included as a part of this contract by reference.
- B. If a dispute arises between the parties to this agreement concerning the interpretation of any State Department of Mental Health Information Notice or County SPM, the parties agree to meet with the Director to attempt to resolve the dispute.
- C. State Department of Mental Health Information Notices shall take precedence in the event of conflict with the terms and conditions of this agreement.

#### XIII Laws and Regulations

- A. Contractor agrees to comply with all applicable provisions of:
  - 1. California Code of Regulations, Title 9
  - 2. California Code of Regulations, Title 22
  - 3. Welfare and Institutions Code, Division 5
  - 4. Policies as identified in State policy letters and the Cost Reporting/Data Collection (CR/DC) Manual, latest edition.
- B. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable

health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment I.

#### XIV Patients' Rights

Contractor shall take all appropriate steps to fully protect Patients' rights, as specified in Welfare and Institutions Code, Section 5325 et seq.

#### XV Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Welfare and Institutions Code, commencing with Section 5328.

#### XVI Admission Policies

Contractor shall develop patient/client admission policies which are in writing and available to the public.

#### XVII Medical Records

A. Contractor agrees to maintain and retain medical records according to the following:

The minimum legal requirement for the retention of medical records is:

- For adults and emancipated minors, seven years following discharge (last date of service);
- 2. For unemancipated minors, at least one year after they have attained the age of 18, but in no event less than seven years following discharge (last date of service).

B. Contractor shall ensure that all patient/client records comply with any additional applicable State and Federal requirements.

#### XVIII Quality Assurance

Contractor shall develop and implement a written quality assurance plan which shall be submitted to the Department of Behavioral Health Quality Assurance Committee for approval.

#### XIX Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this contract shall be provided by Contractor.

#### XX Indemnification and Insurance

- A. <u>Indemnification</u> The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of claim therefore, except where such indemnification is prohibited by law.
- B. <u>Insurance</u> Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:
  - 1. Workers' Compensation A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- Comprehensive General and Automobile Liability Insurance This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- 3. <u>Errors and Omission Liability Insurance</u> Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
- 4. <u>Professional Liability</u> Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- C. <u>Additional Named Insured</u> All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- D. <u>Waiver of Subrogation Rights</u> Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- E. <u>Policies Primary and Non-Contributory</u> All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. <u>Proof of Coverage</u> Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage,

including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

G. <u>Insurance Review</u> - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

#### XXI Nondiscrimination

- A. <u>General</u>. Contractor agrees to serve all patients without regard to race, color, sex, religion, sexual preference, marital status, national origins or ancestry pursuant to the Civil Rights Act of 1964, as amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.
- B. <u>Handicapped.</u> Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.

- C. <u>Employment and Civil Rights</u>. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
  - Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Polices and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.

#### XXII Assignment

- A. This agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director, except as to Contractor's relationship with North Valley Schools, Inc. for Medi-Cal services.
- B. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

#### XXIII Conclusion

A. This agreement consisting of seventeen (17) pages, Schedule A, Addendum I, Attachment I, II, and III inclusive, is the full and complete document describing the services to be rendered by Contractor to County, including all covenants, conditions and benefits.

B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has caused this agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF SAN BERNARDINO		(Print or type nar	me of corporation, company, contractor, etc.)		
<u> </u>		Ву			
Dennis Hansberger, Chairman, Board o	of Supervisors	(Authorized signature - sign in blue ink)			
Dated:		Name(Print or type name of person signing contract)			
SIGNED AND CERTIFIED THAT A COPY DOCUMENT HAS BEEN DELIVERED TO		Title			
CHAIRMAN OF THE BOARD  Clerk of the Board of So of the County of San B		(Print or Type) Dated:			
By		Address			
Approved as to Legal Form	Reviewed by Contrac	ct Compliance	Presented to BOS for Signature		
County Counsel	<b>•</b>		Department Head		
Date	Date		Date		

# Auditor/Controller-Recorder Use Only ☐ Contract Database ☐ FAS

☐ Contract Data	base □ FAS
Input Date	Keyed By

#### SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH **NEGOTIATED RATE** SCHEDULE "A" PLANNING ESTIMATES

SCHEDULE A Page 1 of 2 Prepared by: David Monroe

Controller

Title:

FY 2004 - 2005

Contractor Name: Victor Treatment Centers, Inc. Address: P.O. Box 5361

Chico, CA 95927-5361

Date Form Completed: 5/28/2004

	PROVIDER NUMBER	Various	Various	
LINE	MODE OF SERVICE	5	5	TOTAL
#	SERVICE FUNCTION	60	60	
	EXPENSES			
1	SALARIES	926,826	66,150	992,976
2	BENEFITS	399,469	24,939	424,408
3	OPERATING EXPENSES	876,451	64,796	941,247
4	TOTAL EXPENSES (1+2+3)	2,202,746	155,885	2,358,631
	AGENCY REVENUES			
5	PATIENT FEES			0
6	PATIENT INSURANCE			0
7	MEDI-CARE			0
8	GRANTS/OTHER	1,326,746	77,410	1,404,156
9	TOTAL AGENCY REVENUES (5+6+7+8)	1,326,746	77,410	1,404,156
10	CONTRACT AMOUNT (4-9)	876,000	78,475	954,475
·				
11	TOTAL CONTRACT UNITS	5,475	365	5,840
12	CONTRACT MONTHS	12	12	
13	RATE PER UNIT (10/11)	\$160.00	\$215.00	
14	UNITS PER MONTH (11 / 12)	456	30	487
15	MONTHLY AMOUNT (13 * 14)	73,000	6,540	79,540

)	APPROVED:
_	

PROVIDER AUTHORIZED SIGNATURE DATE CONTRACTS MANAGEMENT DATE DBH PROGRAM MANAGER DATE

#### Schedule A

#### SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH SCHEDULE "A" STAFFING DETAIL FY 2004 - 2005

Page 2 of 2

Staffing Detail - Personnel (Includes Personal Services Contracts for Professional Services)

CONTRACTOR NAME: Victor Treatment Centers, Inc.

Name	Degree/ License	Position Title	Full Time	Full Time	Total Full Time	% Time Spent on	Total Salaries and Benefits	Budgeted Units of
			Annual	Fringe	Salaries &	Contract	Charged to	Contract
	FTE		Salary	Benefits	Benefits	Services	Contract Services	Services
David Baker	1.00	Assist Director	67,829	29,234	97,063	0.3447	33,458	
Dale Lohr	1.00	Maint Wrkr # 1	34,237	14,756	48,993	0.3447	16,890	
Paul Mupo	1.00	Maint Wrkr # 2	37,648	16,226	53,874	0.3447	18,571	
P Wilkinson	1.00	Office Mgr	32,552	14,030	46,582	0.3447	16,057	
	3.00	Clerical	63,502	27,370	90,872	0.3447	31,324	
	0.15	Clerical	36,766	13,861	50,627	0.1500	7,594	
	1.00	HR Manager	30,368	13,089	43,457	0.3447	14,979	
Patti Schroll	1.00	QA Manager	42,370	18,261	60,631	0.3447	20,899	
	2.50	Clinican	102,941	44,367	147,308	0.5548	81,732	
	0.07	Clinican	51,557	19,437	70,994	0.0700	4,970	
	5.00	RSS	174,304	75,125	249,429	0.5548	138,393	
	45.00	Res Counselor	1,107,941	477,522	1,585,463	0.5548	879,676	
	2.08	Res Counselor	57,027	21,499	78,525	1.0000	78,525	
	5.00	Relief Staff	93,600	40,342	133,942	0.5548	74,316	
			1					
Detail of Fringe	Benefits: Employer FICA/N	Medicare, Workers Compensation	<u>,</u>	Total Program	5.85	TOTAL COST:	\$1,417,384	

Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

APPROVED:

Page

N

으

N

PROVIDER AUTHORIZED SIGNATURE DATE CONTRACTS MANAGEMENT DATE DBH PROGRAM MANAGER DATE

# CHILDREN'S RESIDENTIAL SERVICES PROVIDED BY VICTOR TREATMENT CENTERS, INC. aka VICTOR CHILDREN'S SERVICES (SOUTHERN CALIFORNIA PROGRAMS) 2915 N. Little Mountain Dr., San Bernardino CA 92408, (909) 886-1691 AND

VICTOR TREATMENT CENTERS, INC. (CORPORATE PROGRAM OFFICE)
P.O. Box 5361, 2561 California Park Drive, Chico CA 95928, (530) 893-0758
FOR FY 2004-2005

# I. <u>DEFINITION OF RECOVERY, WELLNESS, AND DISCOVERY AND REHABILITATIVE</u> MENTAL HEALTH SERVICES

A. Mental Health Recovery, Wellness, and Discovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness, and Discovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma," improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

#### I. FUNDING

A. <u>Funding Source</u>: AFDC-FC/Net County Funds

#### B. Rate per unit of service:

- Children's Residential Treatment. A general "supplemental daily" bed rate has been established by the Contractor at One Hundred Sixty Dollars (\$160).
- 2. Children's Residential Specialty Treatment. A general "supplemental daily" bed rate has been established by the Contractor at Two Hundred Fifteen Dollars (\$215) for deaf and/or hearing impaired children.
- C. Service Type: Residential, Mode 05, Service Function 60

#### II. PROGRAM SITES

Residential placement of children and adolescents may be made at any of the open Victor Treatment Centers RCL 14 program sites in Southern and/or Northern California that are licensed by the California Department of Social Services (DSS) and which are regulated by the Community Care Licensing Division (CCLD) of DSS for the corresponding local county in which children or adolescents are to be located in residential placement. The Contractor shall be responsible for ongoing location tracking of all San Bernardino County Department of Behavioral Health children and adolescents in placement with the Contractor.

#### III. TARGET POPULATION TO BE SERVED

A. The target population for Residential services to seriously emotionally disturbed children and adolescents shall meet the definition set forth below. Priority will be given to seriously emotionally disturbed minors who are at risk of needing higher levels of care, including those with AB2726 status.

- B. For the purposes of this contract, "seriously emotionally disturbed children or adolescents" means minors who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:
  - 1. As a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and the mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.
  - 2. The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.
  - 3. The child meets special education eligibility requirements. (AB 2726).
  - 4. In addition to one of the criteria above, these minors may also display the physical condition of deafness, and/or other significant physical hearing impairment/loss.

#### IV. CONTRACTOR RESPONSIBILITIES

- A. Accept referrals to its facilities from the Department of Behavioral Health (DBH) of seriously emotionally disturbed children and adolescents in need of Residential care. Residents for the homes shall be selected from referrals which have been screened and evaluated for appropriateness by the San Bernardino County Interagency Placement Council (IPC). The referral process, intake assessment process, and intake/admission process shall be mutually agreed upon by the Contractor and DBH. Reasonable efforts will be exercised by both parties in the application of this paragraph.
- B. Provide DBH with a monthly written residential report consistent with the format provided by DBH. This report is to be delivered to the DBH Contract Monitor by

the fourth working day of the following month. This report will include a listing of San Bernardino County DBH children and adolescents names, and Contractor group home locations where these children are placed.

- C. Provide a structured, well-supervised, living environment for each resident on a 24-hour-a-day, seven-day-a-week basis. Residents will be emotionally disturbed minors ages 8 to 18, as jointly determined to be appropriate for admission by the Placing Worker, DBH Liaison/Case Manager, AB 2726 Consultant, and Contractor Staff.
- D. Meet RCL 14 Certification criteria as contained in State DMH Letter Number 98-02. The Contractor shall comply with all standards for care and supervision of clients in compliance with Social Services regulations including adequate levels of supervision, training, and compliance.
- E. Ensure that staffing pattern positions are consistent with California Department of Social Services (DSS), Community Care Licensing Division (CCLD), group home requirements, as well as State DMH Letter Number 98-02.
- F. Ensure that all child care and clinical staff participate in extensive initial and ongoing staff training in the areas of understanding mentally ill youth and in assisting young people to develop self-help, pre-vocational, and independent living skills.
- G. Contract for a child psychiatrist for the residents to do the following: perform and document a psychiatric assessment and mental status for each minor within Rate Classification Level (RCL) 14 guidelines; see each minor at least once every six weeks, plus consult with staff two times per month in order to monitor progress, reactions to, or the need for psychotropic medications; see each minor as needed when he/she is reported to be unstable; review/approve the Quarterly Case Conference Report for each minor; provide psychiatric consultation to facility staff, and be available on-call for emergency situations.
- H. Provide DBH with written Quarterly Case Conference reports of each minor's progress which shall include a summary of Special Incident Reports (SIRs) inclusive of the past quarter (90 days) for each client. The Contractor will mail a

Quarterly Case Conference meeting schedule in advance to DBH regarding residents' Quarterly Case Conference meeting dates. The Quarterly Case Conference reports shall be provided to DBH, and a copy will be mailed to DBH following each child's Quarterly Case Conference meeting. The Quarterly Case Conference reports shall be based upon the results of the Quarterly Case Conference meetings.

- In the event of a documented incident, Contractor shall provide Special Incident Reports (SIR) as required by Community Care Licensing Division (CCLD) in the time frames set forth within the CCLD regulations. The Contractor shall also mail a copy of the Full-Length version of each SIR to DBH, and a copy shall be sent to the local CCLD representing the county in which a particular group home is located. The Contractor shall also ensure that all SIRs are completed, published and distributed according to the State CCLD requirements. The Contractor shall include reporting of all Suspected Child Abuse Reports and medication errors as SIRs.
- J. As a method to maintain the home, the staff and general premises in a permanent disaster preparation state, train the Residential staff, and maintain emergency supplies, equipment, food and materials on all the premises, consistent with the American Red Cross guidelines. On an annual basis, the Contractor shall submit to the DBH Contract Monitor updated disaster plan documents written in the format consistent with the format provided by DBH.
- K. In the event that DBH places any deaf and/or hearing impaired minors into a Contractor specialty placement facility, the Contractor shall provide appropriate additional supplemental specialty services specifically designed to address the mental health needs of the deaf and/or hearing impaired.

#### V. DBH RESPONSIBILITIES

- A. Provide copies to the Contractor's management staff of all DBH policies and procedures impacting the program.
- B. Chair the Interagency Placement Council (IPC), which screens all referrals for admission.

- C. Assign a Contract Monitor who may visit each facility site on a quarterly basis, and be available as consultant for problem resolution.
- D. Establish an ongoing evaluation of the programs, goals, objectives, and facility sites. The evaluation may include the following formats:
  - 1. Program Review
  - 2. Quarterly Case Conference Staffing
  - 3. Utilization Review (when applicable)
  - 4. Fiscal/Operations and Facility Reviews (as needed)
  - 5. Chart Review (when applicable)
  - 6. Disaster Plan
- E. Provide training as needed.
- F. Accept referrals from IPC, ensure completeness and appropriateness of packet and submit to Contractor for placement consideration.
- G. Provide information/feedback/input for initial and/or quarterly reports upon request.
- H. Participate in Quarterly Case Conferences and provide feed back toprogress in treatment.
- I. Assign a DBH Liaison/Case Manager to coordinate intake/admission processes and assist with discharge planning and discharge placement.

#### **BUSINESS ASSOCIATE AGREEMENT**

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

#### I. Obligations and Activities of Business Associate.

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
  - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
  - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with

- the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (I), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

#### II. Specific Use and Disclosure Provisions.

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

#### III. Obligations of Covered Entity.

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### IV. General Provisions.

- A. <u>Remedies.</u> Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. <u>Ownership.</u> The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. <u>Regulatory References</u>. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- D. <u>Amendment.</u> The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. <u>Interpretation.</u> Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

# OUTPATIENT TARGET POPULATION PRE-AUTHORIZED SERVICES MATRIX

One of the responsibilities of the local County Mental Health Department is to identify and treat priority target populations and to provide services to individuals who have a severe mental illness or serious emotional disturbance, "to the extent that resources are available". <sup>1</sup> An Outpatient Target Pre-authorized Services Matrix, herein referred to as the "matrix", has been developed that delineates the nature of services that are to be delivered to these target populations. The matrix has several components composed of: a financial category, a diagnostic category of two types, and whether the consumer is an adult or a minor.

The matrix was developed to identify all populations and establish treatment priorities and types (this takes into account both general effectiveness, cost efficiency, acuity, and risk), maximize revenue or cost reductions, and allocate limited resources utilizing a managed care process. The matrix was developed to provide for an array of services the Contractor can provide consumers without submitting a Treatment Authorization Request (TAR). The purpose of TAR forms is to allow for those exceptional situations, through a formal process, that are high risk and require brief individual therapy or Intensive Day Treatment. Rehab/ADL services, assessments, evaluations, and case management are all services that are delivered to specific populations within the framework of the matrix and do not require a TAR. In the case of intensive day treatment, which is offered and available, the State is requiring a TAR; however, once approved, individual services can be provided as part of the day treatment program. The response to the TAR by the Access Unit will provide the final administrative review. The most recent revision of the matrix is Page 2. For simplification, the use of Global Assessment of Functioning (GAF) has been eliminated. Please note that there are now additional populations requiring TAR submissions.

On a practical level, the matrix is to be used as a triage tool by clinical staff in the process of assessing consumers and determining what services are to be delivered to consumers as they enter the system. This serves to facilitate what services can be offered and the development of treatment plans with consumers by considering all relevant factors.

It is important to note that this matrix is DBH's policy on priority populations and services that can be provided without an approved TAR. The matrix is a tool to provide guidance in assessing the services provided to existing consumers. Clinic Supervisors and lead clinical staff will use the matrix to work with service staff to review caseload compliance with the target populations, pre-authorization of services, and/or approved TARs. Any questions or issues can be addressed to the DBH Regional Program Manager or the DBH Access Unit.

DBH and Contractor staff agree to work cooperatively to target support services to those consumers who are:

- 1. Severely and persistently mentally ill adults;
- 2. Those recently discharged from an acute care hospital;
- 3. Medi-Cal Children

DBH will closely monitor the use of this matrix for program and fiscal compliance.

<sup>&</sup>lt;sup>1</sup> The Bronzan-McCorquodale Act 1991

ATTACHMENT II

San Bernardino County	OUTPATIENT TARGET POPULATION PRE-AUTHORIZED SERVICES MATRIX Effective 04/28/04						
Department of Behavioral Health	Services not pre-authorized by this matrix require a Treatment Authorization Request (TAR)						
	Ad	dult	Child				
Stable, non-psychotic clients are to be referred to primary care physician per DBH SPM # 9-1.51	Target Population with Medical Necessity	Target Population with Medical Necessity	Target Population with EPSDT Medical Necessity (except where noted)				
	Type I Diagnosis	Type II Diagnosis	Type I & Type II Diagnoses				
Medi-Cal or Medi-Medi	Assessment, crisis intervention, plan development, medication support services, collateral, rehab ADL, case mgmt., MH ed, clubhouse, housing, employment assistance.	Walk-in screening, crisis intervention & refer to FFS provider	Assessment, crisis intervention, plan development, medication support services, individual, family & group psychotherapy, collateral, rehab ADL, case mgmt., parent group.				
Healthy Families (SED up to age 21)			SED, not EPSDT CRITERIA: Assessment, plan development, medication support services, individual, family, group, collateral, rehab ADL, case mgmt.				
Medicare Only (must follow Medicare procedures & restrictions)	Assessment, crisis intervention, medication support services						
AB2726 (Up to age 22 with an IEP, may be Medi Cal.)			Assessment, crisis intervention, plan development, medication support services (excluding medication/biologicals/labs), individual, family & group psychotherapy, collateral, rehab ADL, case mgmt., parent group.				
Indigent Recidivist (3 or more Inpt. stays in last 12 months or 1 in last 90 days per TAR Log)	Screening, assessment, crisis intervention, case mgmt., & medication support services. Consult with EW for benefits	Screening, crisis intervention, case mgmt., refer to community based-organization	Screening, assessment, crisis intervention, case mgmt., & medication support services. Consult with EW for benefits.				
Indigent Non-Recidivist Seriously Mentally III	Screening, assessment & crisis intervention.	Screening & crisis intervention.	Screening, assessment & crisis intervention.				
Private Insurance	Refer to insurance provider.	Refer to insurance provider.	Refer to insurance provider.				
Out-of-County Medi-Cal (For AB 2726, follow state regulations)	Screening, crisis intervention & refer.	Screening, crisis intervention & refer.	Screening, crisis intervention & refer (For AB 2726, forward referral within one (1) working day to county of origin)				
CalWORKs	Assessment, max. 6 months of group, plan development, case mgmt., rehab ADL, MH ed, employment support, medication support services.	Assessment, max. 6 months of group, plan development, case mgmt., rehab ADL, MH ed, employemnt support, medication support services.	Serve as Medi-Cal				
SAMHSA	Must be indigent recidivist & have a co-occurring disorder. Services provided as specified by the grant.	Must be indigent recidivist & have a co-occurring disorder. Services provided as specified by the grant.					
PATH, AB2034, Grants	Services provided as specified by the grant.	Services provided as specified by the grant.					
NOTES:		•					

#### NOTES:

- 1. TARs are to be submitted individually by the clinic supervisor to the Access Unit for approval.
- 2. All TBS require TARs.
- 3. This matrix is only for SD/MC and EPSDT clinics and contractors.
- 4. This matrix does not apply to Fee-For-Service providers.

## Type I Diagnoses (Serious Mental Illness)\*

295.10	Schizophrenia, Disorganized Type
295.20	Schizophrenia, Catatonic Type
295.30	Schizophrenia, Paranoid Type
295.40	Schizophreniform Disorder
295.60	Schizophrenia, Residual Type
295.70	Schizoaffective Disorder
295.90	Schizophrenia, Undifferentiated Type
296.0x	Bipolar I Disorder, Any Subtype
296.2x	Major Depressive Disorder, Single Episode
296.3x	Major Depressive Disorder, Recurrent, Any Subtype except "in Full Remission"
296.4x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.5x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.6x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.7	Bipolar I Disorder, Most Recent Episode Unspecified
296.80	Bipolar Disorder NOS
296.89	Bipolar II Disorder
297.1	Delusional Disorder
298.8	Brief Psychotic Disorder
298.9	Psychotic Disorder NOS
300.01	Panic Disorder Without Agoraphobia
300.21	Panic Disorder With Agoraphobia
300.3	Obsessive-Compulsive Disorder
301.22	Schizotypal Personality Disorder
313.81	Oppositional Defiant Disorder
314.0x	Attention-Deficit/Hyperactivity Disorder, Any Subtype

## Type II Diagnoses (Not Serious Mental Illness)\*

	71
296.90	Mood Disorder NOS
300.00	Anxiety Disorder NOS
300.02	Generalized Anxiety Disorder
300.23	Social Phobia
300.29	Specific Phobia
300.4	Dysthymic Disorder
301.6	Dependent Personality Disorder
300.81	Somatization Disorder
301.82	Avoidant Personality Disorder
301.83	Borderline Personality Disorder
307.46	Sleep Terror Disorder
307.47	Nightmare Disorder
309.0	Adjustment Disorder With Depressed Mood
309.21	Separation Anxiety Disorder
309.2x	Adjustment Disorder
309.3	Adjustment Disorder With Disturbance of Conduct
309.4	Adjustment Disorder With Mixed Disturbance of Emotions and Conduct
309.81	Posttraumatic Stress Disorder
309.9	Adjustment Disorder Unspecified
310.1	Personality Change Due to[Indicate the General Medical Condition]
311	Depressive Disorder NOS
312.30	Impulse-Control Disorder NOS
312.34	Intermittent Explosive Disorder

312.9

Disruptive Behavior Disorder NOS

\*NOTE: This list does not contain all diagnoses in the DSM-IV-TR.

## **INFORMATION SHEET**

(one Information Sheet per Clinic)

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS UNIT.

	SECTION I: CO	NTRACTOR INFORMA	ATION
Contractor Name:			
Address (including City, State and Zip	Code):		Phone:
Web Site:	Email:		Fax:
Clinic Site Name (If Different from Con	ntractor):		
Address (including City, State and Zip	Code):		Phone:
Web Site:	Email:		Fax:
Clinic Contact:	Title:		
Contract Signature A	Authority:		
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #:	E-Mail:	Phone #:	E-Mail:
Claim Signature Aut	hority:		
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #:	E-Mail:	Phone #: ( )	E-Mail:
	SECTION II: DBI		
Contract Mailing Add	aress:	Contracts Unit:	
Contracts Unit 700 E. Gilbert S San Bernardino	Behavioral Health Street, Bldg #3 , CA 92415-0920	387-759 E-Mail:	d@dbh.sbcounty.gov Analyst I 909-387-7747 h.sbcounty.gov rvisor II 909-387-7170 .sbcounty.gov
DBH Program	Contacts:		